

EXHIBIT 1

DELPHI

Harrison Thermal Systems

Page 1 of 5

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550061360 Date Issued 26-Oct-2004
Version 13-Jul-2005 11:02:48

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Vendor No: 1010171
DUNS No: 005035910

Payment Terms

Payment settled on 2nd, 2nd Month

Incoterms

*** Condition record changed
*** Text changed

| Item No | Material No | Description | PLM |
|---------|-------------|-------------|-----|
|---------|-------------|-------------|-----|

00010

52404740

J201 DELPHI T & I LOCKPORT

Tube-Core, 18mm, 753.01g

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------------|----------------|----------|-------|------------|-----|
| 01-Oct-2004 | 31-Dec-2004 | USD | | 1,000 | PC |
| 01-Jan-2005 | 31-Mar-2005 | USD | | 1,000 | PC |
| 01-Apr-2005 | 30-Jun-2005 | USD | | 1,000 | PC |
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |
| Quota Valid From | Quota Valid To | Quota % | | | |
| 26-Oct-2004 | 31-Dec-2010 | 99.0 | | | |

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added
*** Condition record changed
*** Net price changed

00020

52406110

J201 DELPHI T & I LOCKPORT

TUBE-CORE, 644.5LG, 18MM CTC

Purchasing Contact: Eglin, Marc

Contact Address:

Phone: 716-439-2516

Fax: 716-439-3818

DELPHI

Harrison Thermal Systems

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BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract

PO Number
 S50061360
 Version
 13-Jul-2005 11:02:48
 Date Issued
 26-Oct-2004

| Item No. | Material No. | Description | Valid From | Valid To | Currency | Price | Price Unit | UOM |
|----------|--------------|-------------|------------|----------|----------|-------|------------|-----|
|----------|--------------|-------------|------------|----------|----------|-------|------------|-----|

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00030 52476679

J201 DELPHI T & I LOCKPORT

Tube

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------------|----------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |
| Quota Valid From | Quota Valid To | Quota % | | | |
| 07-Feb-2005 | 31-Dec-2010 | 99.0 | | | |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00040 52479502

J201 DELPHI T & I LOCKPORT

Tube-Core

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------------|----------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |
| Quota Valid From | Quota Valid To | Quota % | | | |
| 07-Feb-2005 | 31-Dec-2010 | 20.0 | | | |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00050 52481416

J201 DELPHI T & I LOCKPORT

Tube-Refrigerant, Core, 784.0 Long

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00060 52481424

J201 DELPHI T & I LOCKPORT

Tube-646.0 Long

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00070 52484856

J201 DELPHI T & I LOCKPORT

Tube-Core, 12 mm

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00080 52485679

J201 DELPHI T & I LOCKPORT

Tube-723.0 Long

DELPHI

Harrison Thermal Systems

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BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract

PO Number 550061360 Date Issued 26-Oct-2004
 Version 13-Jul-2005 11:02:48

| Item No. | Material No. | Description | Valid From | Valid To | Currency | Price | Price Unit | UOM |
|----------|--------------|-------------|------------|----------|----------|-------|------------|-----|
|----------|--------------|-------------|------------|----------|----------|-------|------------|-----|

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00090

52486559
 Tube-Core

J201 DELPHI T & I LOCKPORT

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------------|----------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |
| Quota Valid From | Quota Valid To | Quota % | | | |
| 21-Jun-2005 | 31-Dec-2010 | 50.0 | | | |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00100

52486664
 Tube-Refrigerant, Core, 581.0 Long

J201 DELPHI T & I LOCKPORT

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00120

52486665
 Tube-Refrigerant, Core, 622.0 Long

J201 DELPHI T & I LOCKPORT

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00130

52486976
 Tube-Core, 12 mm

J201 DELPHI T & I LOCKPORT

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00110

52494012
 Tube-Core

J201 DELPHI T & I LOCKPORT

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00140

52495818
 Tube-Core, 12mm, 678.8 Long

J201 DELPHI T & I LOCKPORT

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Harrison Thermal Systems

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BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirement Contract

PO Number 550061360 Date Issued 26-Oct-2004
 Version 13-Jul-2005 11:02:48

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------------|----------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |
| Quota Valid From | Quota Valid To | Quota % | | | |
| 21-Jan-2005 | 31-Dec-2010 | 80.0 | | | |

This Requirement Contract is for 100% unless otherwise specified.
 *** New item

NOTES

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's

DELPHI

Harrison Thermal Systems

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BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract
PO Number 550061360 Date Issued 26-Oct-2004
Version 13-Jul-2005 11:02:48

Item Description

Notes Continued
General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov, Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.
Consolidate VSA's for Adrian Facility eff. 7/1/05.

OK cct
7/19/05

DELPHI

Harrison Thermal Systems

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Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550028990 Date Issued 01-Jul-2003
Version 11-Jul-2005 10:15:42

BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Vendor No: 1010171
DUNS No: 005035910

Payment terms: 2/10, Net 30 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB, DRAUGHT CONTRACT

*** Incoterms changed
*** Condition record changed
*** Text changed

| Item No. | Material Name | Plant |
|----------|-----------------------|------------------------|
| 00030 | 52405676 TUBE-CORE | J701 DELPHI T & I RBXX |

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

*** New item

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | PC |

00040 52479502 Tube-Core

J701 DELPHI T & I RBXX

Purchasing Contact: Eglin, Marc
Phone: 716-439-2516
Fax: 716-439-3818

Contact Address:

DELPHI

Harrison Thermal Systems

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BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract

PO Number 550028990 Date Issued 01-Jul-2003
 Version 11-Jul-2005 10:15:42

| Item No. | Description | Plant |
|----------|-------------|-------|
|----------|-------------|-------|

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|----------|----------|-------|------------|-----|
|------------|----------|----------|-------|------------|-----|

This Requirement Contract is for 100% unless otherwise specified.

*** New item

00010

52494012
 Tube-Core

J701 DELPHI T & I RBXX

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2003 | 31-Dec-2003 | USD | | 1.000 | PC |
| 01-Jan-2004 | 31-Mar-2004 | USD | | 1.000 | PC |
| 01-Apr-2004 | 30-Jun-2004 | USD | | 1.000 | PC |
| 01-Jul-2004 | 30-Sep-2004 | USD | | 1.000 | PC |
| 01-Oct-2004 | 31-Dec-2004 | USD | | 1.000 | PC |
| 01-Jan-2005 | 31-Mar-2005 | USD | | 1.000 | PC |
| 01-Apr-2005 | 30-Jun-2005 | USD | | 1.000 | PC |
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1.000 | PC |

| Quota Valid From | Quota Valid To | Quota % |
|------------------|----------------|---------|
| 07-Jun-2003 | 31-Dec-2010 | 50.0 |

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added

*** Condition record changed

*** Net price changed

| |
|---|
| <p>Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).</p> <p>Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from ALAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing time approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.</p> <p>Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.</p> <p>Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back in the Delphi Division who requested the analysis.</p> |
|---|

DELPHI

Harrison Thermal Systems

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BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

| | |
|----------------------|-------------|
| PO Number | Date Issued |
| 550028990 | 01-Jul-2003 |
| Version | |
| 11-Jul-2005 10:15:42 | |

Item No. Material No. Plant
Description

Notices Continued

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Metal prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov., Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Pricing eff. 7/01/05 & Commodity VSA's for Mexico

OK 7/19/05 Ctt

DELPHI

Harrison Thermal Systems

Page 1 of 3

Buyer:
 DELPHI
 THERMAL & INTERIOR SYSTEMS
 200 UPPER MOUNTAIN RD
 LOCKPORT NY 14094

Requirement Contract
 PO Number 550028808 Date Issued 01-Jul-2003
 Version 14-Jul-2005 08:26:43

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Vendor No: 1010178
DUNS No: 005035910
Payment Terms: 2/10, Net 30
Payment settled on 2nd, 2nd Month
Incoterms: FOB FREIGHT COLLECT

| Item No. | Description | Plant |
|----------|-------------|-------|
|----------|-------------|-------|

00010

17351
Tubing-Alum, 3102 F, .500 ODX.049 W

J201 DELPHI T & I LOCKPORT

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|-------------|-------------|----------|-------|------------|-----|
| 01-Jul-2003 | 30-Sep-2003 | USD | | 1,000 | LB |
| 01-Oct-2003 | 31-Dec-2003 | USD | | 1,000 | LB |
| 01-Jan-2004 | 31-Mar-2004 | USD | | 1,000 | LB |
| 01-Apr-2004 | 30-Jun-2004 | USD | | 1,000 | LB |
| 01-Jul-2004 | 30-Sep-2004 | USD | | 1,000 | LB |
| 01-Oct-2004 | 31-Dec-2004 | USD | | 1,000 | LB |
| 01-Jan-2005 | 31-Mar-2005 | USD | | 1,000 | LB |
| 01-Apr-2005 | 30-Jun-2005 | USD | | 1,000 | LB |
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | LB |

This Requirement Contract is for 100% unless otherwise specified.

| | | | | | |
|--|-------------|----------------------------|-------|------------|-----|
| This Requirement Contract is for 1000 units of | | J201 DELPHI T & I LOCKPORT | | | |
| 00040 | 17425 | | | | |
| Tubing-Alum, 3003 F, .625 ODX.049 W | | | | | |
| Valid From | Valid To | Currency | Price | Price Unit | UOM |
| 01-Jul-2005 | 31-Dec-2010 | USD | | 1,000 | LB |

This Requirement Contract is for 100% unless otherwise specified.

| | | |
|-------|--|----------------------------|
| 00020 | 17430 Tubing-Alum, 3102 F, .500 ODX.049 W | J201 DELPHI T & I LOCKPORT |
|-------|--|----------------------------|

Purchasing Contact: Eglin, Marc
Phone: 716-439-2516
Fax: 716-439-3818
Contact Address:
 Date and Time Printed: 14-Jul-2005 08:26:43

DELPHI

Harrison Thermal Systems

Page 2 of 3

BRAZEWAY INC
 P.O. Box 749
 ADRIAN MI 49221-0749

Requirements Contract
 PO Number 550028808 Date Issued 01-Jul-2003
 Version 14-Jul-2005 08:26:43

| Item No. | Material No. | Description | Plant |
|----------|--------------|-------------|-------|
|----------|--------------|-------------|-------|

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|----------|----------|-------|------------|-----|
|------------|----------|----------|-------|------------|-----|

This Requirement Contract is for 100% unless otherwise specified.

00030 17565 J201 DELPHI T & I LOCKPORT
 Tubing-Alum, 3003 F, .750 ODx.049 W

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|----------|----------|-------|------------|-----|
|------------|----------|----------|-------|------------|-----|

This Requirement Contract is for 100% unless otherwise specified.

00050 80617 J201 DELPHI T & I LOCKPORT
 Tubing-Alum, 3003 F, .750 ODx.049 W

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|----------|----------|-------|------------|-----|
|------------|----------|----------|-------|------------|-----|

This Requirement Contract is for 100% unless otherwise specified.

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DELPHI

Harrison Thermal Systems

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BRAZEWAY INC
P.O. Box 749
ADRIAN MI 49221-0749

Requirements Contract

| | |
|----------------------|-------------|
| PO Number | Date Issued |
| 550028808 | 01-Jul-2003 |
| Version | |
| 14-Jul-2005 08:26:43 | |

| Item No. | Material No. | Plant |
|-------------|--------------|-------|
| Description | | |

Notice of Continuity

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Metals prices will be adjusted quarterly based on the NYMEX average spot settlement price plus \$.01/lb. Pricing for July, Aug., Sept. 2003 established from Mar., April, May 2003 average. Pricing for Oct., Nov., Dec. 2003 will be established from the June, July, Aug. 2003 average, etc.

Consolidate VSA's for Shelbyville Facility & pricing eff. 7/1/05